



SANDRA SHEWRY
Director

State of California—Health and Human Services Agency
Department of Health Services



ARNOLD SCHWARZENEGGER
Governor

October 2, 2006

Dear Interested Parties:

HIV/AIDS DISEASE MANAGEMENT PILOT PROGRAM REQUEST FOR PROPOSAL (RFP) 06-55519 ADMINISTRATIVE BULLETIN 2, ADDENDUM 1

Administrative Bulletin Number 2, issued by the California Department of Health Services, Office of Medi-Cal Procurement (OMCP), announces changes and provides information to the Request for Proposal (RFP) HIV/AIDS Disease Management Pilot Program activities and timeline. CDHS provides notification to interested parties of the following:

1. **The Proposal Submission due date** for the HIV/AIDS Disease Management Pilot Program has been changed to November 3, 2006, in order to allow additional time to finalize the Proposer's questions.
2. **The official response to Interested Parties questions submitted** to OMCP, with the exception of answers for questions. Numbered 10 and 33. A follow-up Administrative Bulletin will be issued upon completion of the answers.
3. This Addendum contains **a list of interested parties that attended the Pre-Proposal Conference** on September 14, 2006, is included for your information.
4. **The enclosures (Addendum 1) incorporates changes to the RFP**; it includes changes to:
 - Exhibit A, Scope of Work
 - Exhibit E, Additional Provisions
 - Appendix 2, Eligibility Criteria Chart
 - Data Library

These changes are being made to clarify sections in the RFP. Within the text of the documents, changes are indicated with an underline or a strikethrough to denote revisions.

In order to configure the Internet and CD version of the RFP to accurately reflect the current requirements and considerations, remove the existing page and insert the appropriate replacement page as indicated in the following table. The website for the electronic version is www.dhs.ca.gov/omcp.

ONLINE AND CD VERSION

To update the RFP, use the instructions in the following chart. Any changes made to the RFP are published as replacement pages as the RFP.

REMOVE EXISTING PAGES	REPLACEMENT PAGES
Exhibit A, Scope of Work, page 9 of 22.	Exhibit A, Scope of Work, page 9 of 22. Item D, Utilization Monitoring: Sentence added regarding monthly claims data.
Exhibit A, Scope of Work, page 10 of 22.	Exhibit A, Scope of Work, page 10 of 22. No change, text moved from previous page.
Exhibit A, Scope of Work, page 11 of 22.	Exhibit A, Scope of Work, page 11 of 22. No change, text moved from previous page.
Exhibit A, Scope of Work, page 12 of 22.	Exhibit A, Scope of Work, page 12 of 22. No change, text moved from previous page.
Exhibit A, Scope of Work, page 13 of 22.	Exhibit A, Scope of Work, page 13 of 22. Section F, Member Services - Marketing: Sentence added regarding disclosing protected health information.
Exhibit A, Scope of Work, page 14 of 22.	Exhibit A, Scope of Work, page 14 of 22. Section G, Member Services – Scope of Services: Sentence added regarding enrollment/disenrollment services.
Exhibit A, Scope of Work, page 15 of 22.	Exhibit A, Scope of Work, page 15 of 22. Section G, Member Services – Scope of Services, Item 2. Enrollment/Disenrollment: Sentence added regarding subcontracting the enrollment function.

REMOVE EXISTING PAGES	REPLACEMENT PAGES
Exhibit A, Scope of Work, page 16 of 22.	Exhibit A, Scope of Work, page 16 of 22. Section G, Member Services – Scope of Services, Item 2.: Deleted number 8. Are eligible as medically needed.
Exhibit A, Scope of Work, page 17 of 22.	Exhibit A, Scope of Work, page 17 of 22. No change, text moved from previous page.
Exhibit A, Scope of Work, page 18 of 22.	Exhibit A, Scope of Work, page 18 of 22. No change, text moved from previous page.
Exhibit A, Scope of Work, page 19 of 22.	Exhibit A, Scope of Work, page 19 of 22. No change, text moved from previous page.
Exhibit A, Scope of Work, page 20 of 22.	Exhibit A, Scope of Work, page 20 of 22. No change, text moved from previous page.
Exhibit A, Scope of Work, page 21 of 22.	Exhibit A, Scope of Work, page 21 of 22. Section H, Member Services – Access and Availability, Item 2, paragraph b.: changed paragraph c to paragraph b to reflect correct formatting
Exhibit A, Scope of Work, page 22 of 22.	Exhibit A, Scope of Work, page 22 of 22. No change, text moved from previous page.
Exhibit E, Additional Provisions, page 16 of 20	Exhibit E, Additional Provisions, page 16 of 20, Section 29, Confidentiality of Information, Item A.: Added reference to Section 121025, Health and Safety Code.
Exhibit E, Additional Provisions, page 17 of 20	Exhibit E, Additional Provisions, page 17 of 20, Section 29, Confidentiality of Information. Added Item C.
Exhibit E, Additional Provisions, page 18 of 20	Exhibit E, Additional Provisions, page 18 of 20. No change, text moved from previous page.
Exhibit E, Additional Provisions, page 19 of 20	Exhibit E, Additional Provisions, page 19 of 20. No change, text moved from previous page.

REMOVE EXISTING PAGES	REPLACEMENT PAGES
Exhibit E, Additional Provisions, page 20 of 20	Exhibit E, Additional Provisions, page 20 of 20. No change, text moved from previous page.
Appendix 2, Eligibility Criteria Chart, page 1 of 1.	Appendix 2, Eligibility Criteria Chart, page 1 of 1. Added V08 under the ICD-9 Codes.
Data Library, Demographic Information on Eligibles	Changes in Demographic Information based on primary and secondary diagnosis criteria.
Data Library, Report/Table on Paid Claims of Eligibles, Net Payments for Eligible Population	Changes in Paid Claims, Net Payments for Eligible Population based on primary and secondary diagnosis criteria.
Data Library, Report/Table on Paid Claims of Eligibles, Payments by Service Type	Changes in Payments by Service Type based on primary and secondary diagnosis criteria.
Data Library, Provider Availability, Vendor Availability in CA by Specialty	Changes in Vendor Availability in CA by Specialty based on primary and secondary diagnosis criteria.
Data Library, Provider Availability, Vendor Availability in CA by Code	Changes in Vendor Availability in CA by Code based on primary and secondary diagnosis criteria.
Data Library, Methodology - Provider Availability & Paid Claims of Eligibles	Changes in Methodology - Provider Availability & Paid Claims of Eligibles based on primary and secondary diagnosis criteria.

Proposers have five (5) working days from the issue of this transmittal to the postmark date of the proposers' response to submit any objections to the Addendum or Proposers' questions to the address below:

RFP 06-55519 Q & A
Attn: Cristyn Lao, Ramonda Ramos or Subran Singh
CA Department of Health Services
Office of Medi-Cal Procurement, Mail Station 4200
HIV/AIDS Disease Management Pilot Program
P.O. Box 997413
Sacramento, CA 95899-7413

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Thank you for your continued interest in the HIV/AIDS Disease Management Pilot Program procurement effort.

If you should have further questions, please contact Cristyn Lao, Ramonda Ramos or Subran Singh, lead analysts assigned to this procurement, at (916) 552-8006.

Sincerely,

Original signed by *Donna Martinez*

Donna Martinez, Chief
Office of Medi-Cal Procurement

Enclosures

Contractor's Name
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and Local governments if a DM benefit was expanded beyond the pilot program. The Contractor will cooperate with the independent assessment/evaluation process.

D. UTILIZATION MONITORING

Utilization Monitoring (UM) allows an organization to monitor the provision of services. Reports and data on service utilization can provide the Contractor with vital information about the delivery of services. Utilization data can determine where health care dollars are being spent, which health care practitioners are providing the most appropriate health care, where Medi-Cal beneficiaries seem to prefer to access health care services, what services are being accessed, and what services may be utilized or delivered inappropriately. The HIV/AIDS DMPP emphasizes utilization monitoring as an important tool in detecting areas that need improvement. [CDHS will provide the contractor with monthly claims data on enrolled members.](#)

Contractor shall develop and implement strategies based on utilization monitoring to minimize under/over utilization of emergency department services, acute care hospitalizations, specialist services, medication, and other goods and services. At a minimum, the Contractor will track and trend the following:

1. Utilization per member per month in total, by diagnosis and type of service;
2. Gaps in care (recommended treatment/preventive care versus actual treatment); and
3. Inappropriate use of medications (per applicable clinical guidelines).

Contractor will not have the authority to approve, modify or deny services to Members. All Treatment Authorization Requests (TARs) will be processed through the existing Medi-Cal prior authorization system.

E. MEMBER SERVICES – MEMBERS RIGHTS

1. Member Rights and Responsibilities

Contractor shall develop, implement and maintain written policies that address Member rights and responsibilities and shall communicate these to its Members.

- a. Contractor's written policies regarding Member rights shall include the following:

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- 1) To be treated with respect, giving due consideration to the Member's right to privacy and the need to maintain confidentiality of the Member's medical information;
 - 2) CDHS approved policy for resolving disputes;
 - 3) To be provided with information about the organization and its services;
 - 4) To receive oral interpretation services for identified threshold languages as listed in Appendix 1-Glossary;
 - 5) To have access to, and when legally appropriate, receive copies of, amend or correct their Member Record;
 - 6) To disenroll at any time;
 - 7) To receive written materials in alternative formats, including Braille, large size print, and audio format within 14 days of request; and
 - 8) To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
- b. Contractor's written policy regarding Member responsibilities shall include, but not limited to, the following:
- 1) Providing accurate information to staff;
 - 2) Treating staff with respect;
 - 3) Cooperating with case management processes;
 - 4) Participating in the development and the implementation of their ITP; and
 - 5) Cooperating with their health care providers.
- c. Contractor shall implement and maintain policies and procedures to ensure the Member's right to confidentiality of medical information.
- 1) Contractor shall implement and maintain procedures that guard against disclosure of confidential information to unauthorized persons.
 - 2) Contractor shall inform Members of their right to confidentiality and Contractor shall obtain Member's consent prior to release of confidential information, unless such authorization is not required.

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- d. Contractor shall maintain the capability to provide Member services to HIV/AIDS DMPP Members through sufficient assigned and knowledgeable staff.
- e. Contractor shall ensure Member services staff is trained on all contractually required Member service functions including, policies, procedures, and scope of benefits of this Contract.
- f. Contractor shall develop and provide all new HIV/AIDS DMPP Members with written Member information. In addition, the Contractor shall provide potential Members with written Member information upon request.
 - 1) Contractor shall distribute the Member information no later than seven (7) calendar days after the date of the Member's Enrollment. Contractor shall revise this information, and distribute it annually to each Member.
 - 2) Contractor shall ensure that all written Member information is provided to Members at a sixth grade reading level or as determined appropriate by existing Medi-Cal standards.
 - 3) The written member informing materials shall be translated into the identified threshold languages (Provision H.1.b.1 - Member Services, Access and Availability).
 - 4) The written member informing materials shall be provided in alternative formats, including Braille, large size print, and audio format, within 14 days of request.
- g. Contractor shall develop and provide each Member a Member Services Guide that constitutes a fair disclosure of the provisions of the covered DM services. The Member Services Guide shall be submitted to CDHS for review and subsequent approval prior to distribution to Members. The Member Services Guide shall include the following information:
 - 1) Description of the HIV/AIDS DMPP covered services and benefits and how to access them;
 - 2) The importance of establishing a medical home and information on how to contact the DMO for assistance in this process;
 - 3) Information explaining the importance and value of scheduling and keeping appointments;
 - 4) Procedures for obtaining emergency health care;

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- 5) Procedures for obtaining any transportation services available through the Medi-Cal program, and how to obtain such services. Include a description of both medical and non-medical transportation services and the conditions under which non-medical transportation is available;
- 6) The causes for which a Member shall lose entitlement to receive services under this Contract as stipulated in Provision G.2 - Member Services – Scope of Services, Enrollment/Disenrollment;
- 7) Procedures for Disenrollment, including an explanation of the Member's right to disenroll without cause at any time;
- 8) Information on the availability of, and procedures for obtaining, services at Federally Qualified Health Clinics (FQHC) and Rural Health Clinics (RHC); and
- 9) Any other information determined by CDHS to be essential for the proper receipt of DM services.

2. Member's Records

Contractor shall develop, implement and maintain written procedures pertaining to Member's records that address the following areas:

- a. Collection, processing, maintenance, storage, retrieval, identification, and distribution;
- b. Ensuring that Member's records are protected and confidential in accordance with all Federal and State laws;
- c. Release of information; and
- d. Ensuring the maintenance of Member's records in a legible, current, detailed, organized and comprehensive manner (records may be electronic or paper copy).

F. MEMBER SERVICES - MARKETING

1. Marketing Plan

Contractor shall develop a marketing plan as specified below. The marketing plan shall be specific to the HIV/AIDS DM Program only. Contractor shall implement and maintain the marketing plan only after approval from CDHS.

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Contractor shall ensure that the marketing plan, procedures, and materials are accurate and do not mislead, confuse, or defraud.

Contractor shall submit a marketing plan to CDHS for review and approval on an annual basis. The marketing plan, whether new, revised, or updated, shall describe the Contractor's current marketing procedures, activities, and methods. No marketing activity shall occur until the marketing plan has been approved by CDHS. [Contractor is prohibited from disclosing protected health information supplied by CDHS, to subcontractors for outreach and enrollment purposes as required by Health and Safety Code section 121025.](#)

The marketing plan shall have a table of contents section that divides the marketing plan into chapters and sections. Each page shall be dated and numbered so chapters, sections, or pages when revised, can be easily identified and replaced with revised submissions.

Contractor's marketing plan shall contain the following items and exhibits:

- a. Mission Statement or Statement of Purpose for the marketing plan;
- b. Organizational chart and narrative description; and

The organizational chart shall include the marketing director's name, address, telephone and facsimile number and key staff positions.

The description shall explain how the Contractor's internal marketing department operates, identifying key staff positions, roles and responsibilities, and reporting relationships.

- c. Marketing Locations

All sites for proposed marketing activities such as annual health fairs, and community events, in which the Contractor proposes to participate, shall be listed.

- d. Marketing Activities

All marketing methods and activities Contractor expects to use, or participate in, shall be described.

Contractor shall include a letter or other document that verifies cooperation or agreement between the Contractor and an organization to undertake a marketing activity together and certify or otherwise demonstrate that permission for use of the marketing activity/event site has been granted.

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e. Marketing Materials

Copies of all marketing materials the Contractor will use for both English and non-English speaking populations shall be included. Materials for non-English speaking populations may be provided after the English version of the material is approved by CDHS.

f. Marketing Distribution Methods

A description of the methods the Contractor will use for distributing marketing materials shall be included.

2. Miscellaneous

CDHS reserves the right to review, approve and/or deny all marketing activities. In addition, CDHS reserves the right to request additional documentation as needed to assess the Contractor's marketing program.

G. MEMBER SERVICES - SCOPE OF SERVICES

Contractor shall provide or arrange for all DM covered services listed herein to HIV/AIDS DMPP Members for their primary/secondary diagnosis as well as their comorbidities. Contractor will develop policies and procedures to provide administrative disease/case management services, which include outreach and assessment; enrollment/disenrollment; disease management; case management; health advice line; assistance in finding a medical home; and member education. Contractor will assist Members with referrals to appropriate medical and community services, including but not limited to, mental health and substance abuse treatment, dental and oral health services, housing assistance, transportation assistance, HIV/AIDS benefits counseling, and specialty care. [The contractor is prohibited from subcontracting outreach and enrollment/disenrollment services.](#)

1. Outreach and Assessment

a. Outreach

Contractor will develop policies and procedures for outreach to Members, providers and community resources regarding program information and operation.

b. Assessment

Members enrolled in the HIV/AIDS DMPP must be assessed initially and periodically, not less than semi-annually, for information about their

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medical/health condition including, but not limited to, program eligibility, history, comorbidities, severity and risk level, psycho-social status, medication, and service needs. Assessment information shall form the basis for developing an Individualized Treatment Plan (ITP). The Member Assessment will be completed within sixty (60) days of enrollment, and updated at periodic intervals, not less than semi-annually, based on risk level and/or change in condition. Assessment information may be compiled from various sources, including but not limited to, administrative data, medical record review or survey methodology but shall not be obtained through the provision of face-to-face direct clinical medical services from the DMO.

2. Enrollment/Disenrollment

CDHS will supply the Contractor with a monthly list of potential Members. The size of the initial enrollment list is subject to CDHS approval which shall not be unreasonably withheld. The Contractor shall provide a notice of eligibility to potential Members within five (5) working days of receiving the list from CDHS and/or make a good faith effort to contact all potential Members with information regarding the HIV/AIDS DMPP benefits, services and enrollment/disenrollment procedures. The DM contractor is prohibited from subcontracting the enrollment function. Once the list is exhausted, CDHS will supply additional lists as necessary. Enrollment in the HIV/AIDS DMPP will be on a voluntary basis (i.e. the potential member must opt-in to the HIV/AIDS DMPP). The Contractor must secure all necessary consents for participation in the HIV/AIDS DMPP to complete the enrollment process.

The minimum enrollment quota will be subject to a determination of a statistically valid sample size by the independent third party evaluator and/or the availability of sufficient numbers of potential Members. The minimum enrollment quota will be subject to CDHS approval which shall not be unreasonably withheld. Enrollment may only take place during the Operations Period.

The HIV/AIDS DMPP will provide disease management services to those persons who meet all of the following requirements:

- a. Are Medi-Cal eligible;
- b. Are 22 years of age or older;
- c. Have a primary or secondary diagnosis of HIV/AIDS.

All Medi-Cal beneficiaries who meet the qualifications noted above will be considered eligible for the HIV/AIDS DMPP, except those who:

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1. Have restricted/emergency only Medi-Cal;
2. Are eligible for Medicare;
3. Have other health care coverage that provides comparable DM services (e.g., Medi-Cal Managed Care);
4. Reside in nursing facilities (NF);
5. Reside in all levels of Intermediate Care Facilities for the Developmentally Disabled (ICF/DD);
6. Have a Medi-Cal eligibility period that is less than 3 months;
7. Have a Medi-Cal eligibility period that is only retroactive;
8. ~~Are eligible as medically needy.~~
8. Participate in Medicaid waiver programs, including Home and Community Based, Freedom of Choice and Research and Demonstration waivers, but not including the Hospital Financing/Mental Health waiver;
9. Receive comparable case management services from another program (e.g. Medical Case Management, AIDS Case Management Program, Targeted Case Management); or
10. Receive services related to transplants, cancer, severe trauma, end stage renal disease, and/or hospice.

Members shall be admitted to the HIV/AIDS DMPP based on the quotas as described in G.2 above. Member quotas may be limited by the availability of funding and CDHS' determination of a statistically valid sample size. If membership exceeds availability, CDHS will develop and implement a process for enrollment through a waiting list.

A Member who, during the time of HIV/AIDS DMPP membership, enters a nursing facility for a short-term stay of thirty (30) days or less will not be disenrolled except at the Member's request. A Member who, after enrolling in the HIV/AIDS DMPP, begins receiving treatment for transplants, cancer, end stage renal disease, or severe trauma, will only be disenrolled from the HIV/AIDS DMPP at the Member's request or in cases where services are duplicated.

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The Contractor shall complete a Member Assessment as outlined in G.1.b. above, within sixty (60) days from the date of enrollment. Through the Member assessment, the Contractor shall determine the Member's health status and include confirmation that the Member is qualified for the program (i.e. diagnosed with HIV/AIDS and meets eligibility criteria). If the Contractor determines that the Member is not qualified for the program, as noted above, the Contractor shall coordinate disenrollment from the program with the Contract Administrator. CDHS shall retain control of disenrollment from the HIV/AIDS DMPP.

Within seven (7) business days of receiving a request for disenrollment of a Member from the Contractor or beneficiary, CDHS will make a determination and notify the Contractor. Subsequently, the Contractor shall notify the Member within seven (7) business days of the disenrollment with a notice containing, at a minimum, the following information:

- a. Action taken by the Contractor; and
- b. Reason for the action taken.

Members will have the option to end their enrollment each month. To request disenrollment, Members shall notify the Contractor verbally or in writing. The Contractor shall notify CDHS within two (2) business days of the Member's request. Disenrollment will occur on the first day of the month following the month the request was made. Members who disenroll voluntarily may reenroll at any time by making a verbal or written request to the Contractor. Reenrollment will take place on the first day of the month following the month the reenrollment request is made. The Contractor shall perform an assessment as outlined above on all members re-enrolling in the program.

3. Disease/Case Management

The Contractor will adopt DM standards to improve the health of Members by providing services based on evidence-based practice guidelines and other activities which include but are not limited to: promoting collaborative relationships with providers, providing Member and provider education, and employing reporting and feedback loops for decision making with providers and Members.

The Contractor will ensure continuity of care in collaboration with the provider/PCP by:

- a. Monitoring the referral and follow-up of Members in need of specialty care and routine health care services;

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- b. Documentation of referral and follow-up services in Member's record;
- c. Documentation in Member's record of emergency medical encounters with the appropriate follow-up as medically indicated; and
- d. Documentation and follow-up in Member's record of planned health care services.

Disease/case management activities should address the primary/secondary diagnosis as well as all comorbidities and include, but not be limited to the following:

- a. Medication management – The Contractor shall develop and implement policies and procedures for the following elements:
 - 1) Medication profiling;
 - 2) Medication monitoring;
 - 3) Feedback to provider/PCP and/or pharmacist; and
 - 4) Member and provider education.
- b. ITP - Based on the Member assessment, the Contractor shall assure and coordinate the development of the ITP utilizing evidence-based practice guidelines, to be completed and in place within ninety (90) days of enrollment. The Member or the Member's designee, the provider/PCP, other health professionals as applicable, and the HIV/DMPP Case Manager should be actively involved in the development and periodic review of the ITP. The ITP must also include specific provisions for periodic (not less than semi-annually) review and updates to the plan as appropriate. Intervals of periodic review and ITP updates should be established based, in part, on the severity/risk level assigned to the Member.
- c. Coordination/Continuity of Care – Contractor shall develop and implement policies and procedures related to establishing relationships, developing referral processes, and sharing information with the provider/PCP, State, and Community agencies to enable Members to access needed services and ensure continuity of care.

The Contractor will establish and make available lines of communication to allow interaction between the Contractor, Member, and the provider/PCP.

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- d. Staffing - At a minimum, the Case Manager will be a licensed registered nurse or other healthcare professional as defined in Section 4999.2 of the California Business and Professions Code. The Contractor shall also employ the services of a licensed psychiatrist, psychologist, or licensed/certified mental health specialists, as needed, to address the behavioral and/or mental health concerns of the Member.
- e. Member Advocacy – The ITP shall be developed and implemented to be Member-centered. The Contractor shall advocate on behalf of the member, as necessary, to ensure optimal care for the Member.

4. Health Advice Line

The Contractor must offer a twenty-four hour, seven days a week (24/7) toll-free health advice line staffed by health care professionals, as defined in California Business and Professions Code Section 4999.2. Operators of the advice line will provide general and personalized health care information (such as the Member's ITP, provider/PCP, accessing emergency services, and relevant utilization data). The advice line will also provide education and assistance for Members and/or their caregivers. This line must be operated in accordance with current managed care program rules for comparable advice lines, including provisions for interpreter services (Business and Professions Code Section 4999.2 and 4999.7 and Section 1348.8 of the Health and Safety Code).

The Contractor must develop and implement a timely method of communicating the Member telephone contact information with the Member's case manager and ensure the advice line is operated in an efficient and effective manner.

5. Member Education

- a. Contractor shall implement and maintain a health education system that includes programs, services, functions, and resources necessary to provide health education, health promotion and patient education for all Members.
- b. Contractor shall ensure the organized delivery of health education programs using educational strategies and methods that are appropriate for Members and effective in achieving behavioral change for improved health.
- c. Contractor shall ensure that health education materials are written at the sixth grade reading level and are culturally and linguistically appropriate for the intended audience (See Glossary – Threshold Language).

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- d. Contractor shall maintain a health education system that provides educational interventions addressing the following health categories and topics:
 - 1) Appropriate use of health care services.
 - 2) Risk-reduction and healthy lifestyles.
 - 3) Self-care and management of health conditions.
- e. Contractor shall maintain health education policies and procedures, and standards and guidelines; conduct appropriate levels of program evaluation; and, monitor performance of providers that are contracted to deliver health education services to maximize effectiveness.
- f. Contractor shall periodically, not less than annually, review their health education system to ensure appropriate allocation of health education resources, and maintain documentation that demonstrates effective implementation of the health education requirements.

H. MEMBER SERVICES - ACCESS AND AVAILABILITY

1. Access Requirements

The Contractor shall establish accessibility standards, which include, but are not limited to, the following:

a. Telephone Procedures

Contractor shall maintain procedures for triaging Member's telephone calls, providing telephone advice and accessing telephone interpreters.

- b. Contractor shall ensure that all non-English-speaking, or limited English proficient (LEP) HIV/AIDS DMPP Members receive 24-hour oral interpreter services, either through interpreters or telephone language services. Contractor shall arrange or provide, at minimum, the following linguistic services at no cost to the Member:

- 1) Fully translated written informational materials, including but not limited to the Member Service Guide, enrollee information, welcome packets, marketing information, and form letters. Contractor shall provide translated written informing materials to all non-English speaking or LEP members that speak the identified threshold language (See Glossary – Threshold Language), upon request.

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2) Referrals to culturally and linguistically appropriate community service programs.

3) Telecommunications Device for the Deaf (TDD).

2. Changes in Availability or Location of DM Services

a. Contractor shall provide notification to CDHS sixty (60) calendar days prior to making any substantial change in the availability or location of services to be provided under this Contract. In the event of an emergency or other unforeseeable circumstances, Contractor shall provide notice of the emergency or other unforeseeable circumstance to CDHS as soon as possible.

~~b-e.~~

b. Contractor is not required to provide a service that it objects to on moral or religious grounds. If the service is disputed, the Contractor shall inform the Member of an alternate method of obtaining the service.

I. PROVIDER SERVICES

1. Provider Education

Contractor shall provide education to provider/PCP to include, but not be limited to, the following:

- a. Contractor shall provide training to all providers/PCP that are treating HIV/AIDS DMPP Members. Contractor shall ensure this training includes information on all Member rights, Member services, and the right to actively participate in health care decisions.
- b. Use of evidence-based practice guidelines;
- c. Resource tools developed by the Contractor to facilitate the use of evidence-based practice guidelines by the provider/PCP;
- d. Evaluation and appropriate treatment of mental health issues; and
- e. Identification and utilization of community resources.

2. Provider Feedback

Contractor shall develop and implement system(s), which at a minimum annually, will provide information to the provider/PCP relating to Member's adherence to

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the ITP. Contractor shall employ feedback techniques to the provider/PCP to improve the quality and appropriateness of care provided to the Member.

J. IMPLEMENTATION PLAN AND DELIVERABLES

The Implementation Plan and Deliverables section describes CDHS requirements for specific deliverables, activities, and timeframes that the Contractor must complete during the Implementation Period before beginning operations.

Once the Contract is awarded, the Contractor has fifteen (15) calendar days after it signs the Contract to submit a Workplan that describes in detail how and when the Contractor will submit and complete the deliverables for the Readiness Review to CDHS. The Contractor's Workplan will include a timetable to accomplish the activities to assure timely start-up of operations and contingency plan(s) in the event of implementation delays.

The Contractor's workplan will identify all of the deliverables, milestones, and timeframes to achieve an orderly sequence of events that will lead to compliance with all contract requirements. CDHS will review and approve the workplan. However, Contractor shall not delay the submission of deliverables required in the workplan while waiting for CDHS approval of previously submitted deliverables required by the workplan. Contractor will continue to submit deliverables based on the milestones and timeframes set forth in the approved CDHS workplan. In the event the Contractor fails to submit all deliverables in accordance with the milestones and timeframes in the approved CDHS workplan, CDHS may impose Liquidated Damages in accordance with Exhibit E - Additional Provisions, or any other remedy provided by law or this contract.

The Implementation Period begins with the effective date of the Contract and extends to the beginning of the Operations Period (approximately 4 months after the effective date of the Contract). The Operations Period is the period of time beginning with the effective date of the first month of operations and continues through the last month of the services to the Members.

Upon successful completion of the Implementation Plan and Deliverables section requirements, CDHS will authorize, in writing, that the Contractor may begin the Operation Period. Phaseout requirements are identified in Exhibit E-Additional Provisions.

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Exhibit E

Additional Provisions

time during normal business hours.

Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, financial records, and books of account, Medical Records, prescription files, laboratory results, Subcontracts, information systems and services rendered to Members. Through the end of the records retention period specified in Exhibit E, Additional Provisions, provision 27, entitled Audit, Contractor shall furnish any record, or copy of it, to CDHS or any other entity listed in this section, at Contractor's sole expense, on request.

Authorized State and Federal agencies will have the right to monitor all aspects of the Contractor's operation for compliance with the provisions of this Contract and applicable Federal and State laws and regulations. Such monitoring activities will include, but are not limited to, inspection and auditing of Contractor, subcontractor(s), and provider facilities, management systems and procedures, and books and records as the Director deems appropriate, at any time during the Contractor's or other facilities normal business hours. The monitoring activities will be either announced or unannounced.

To assure compliance with the Contract and for any other reasonable purpose, the State and its authorized representatives and designees will have the right to access the premise(s), with or without notice to the Contractor. This will include the MIS operations site or such other place where duties under the Contract are being performed.

Staff designated by authorized State agencies will have access to all security areas and the Contractor will provide, and will require any and all of its subcontractors to provide, reasonable facilities, cooperation and assistance to State representative(s) in the performance of their duties. Access will be undertaken in such a manner as to not unduly delay the work of the Contractor and/or the subcontractor(s).

29. Confidentiality of Information

In addition to Exhibit D (F), Special Terms and Conditions, Provision 13, Confidentiality of Information, Contractor also agrees to the following duties and responsibilities with respect to confidentiality of information and data:

- A. Notwithstanding any other provision of this Contract, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institution Code, [Section 121025, Health and Safety Code](#), and regulations adopted there under. For the purpose of this Contract, all information, records, data, and data elements collected and maintained for the operation of the contract and pertaining to Members shall be protected by the Contractor from unauthorized disclosure.

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Contractor may release Medical Records in accordance with applicable law pertaining to the release of this type of information.

- B. With respect to any identifiable information concerning a Member under this Contract that is obtained by the Contractor or its subcontractors, the Contractor: 1) will not use any such information for any purpose other than carrying out the express terms of this contract, 2) will promptly transmit to CDHS all requests for disclosure of such information, 3) will not disclose except as otherwise specifically permitted by this Contract, any such information to any party other than CDHS without CDHS' prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2 Welfare and Institutions Code, and regulations adopted there under, and 4) will, at the termination of this Contract, return all such information to CDHS or maintain such information according to written procedures sent to the Contractor by CDHS for this purpose.

C. Penalties for breaching confidentiality of HIV/AIDS records will be assessed according to Section 121025 of the Health and Safety Code.

30. Records Related to Recovery for Litigation

Upon request by CDHS, Contractor shall gather in a timely manner, preserve and provide to CDHS, in the form and manner specified by CDHS, any information specified by CDHS, subject to any lawful privileges, in Contractor's or its subcontractor's possession, relating to threatened or pending litigation by or against CDHS. If Contractor asserts that any requested documents are covered by a privilege, Contractor shall: 1) identify such privileged documents while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against CDHS. Contractor acknowledges that time may be of the essence in responding to such request. Contractor shall use all reasonable efforts to immediately notify CDHS of any subpoenas, document production request, or requests for records, received by Contractor or its subcontractors related to this Contract or subcontracts entered into under this Contract.

31. Fraud and Abuse Reporting

Contractor shall report to the Contract Manager all cases of suspected fraud and/or abuse, as defined in 42 CFR, Section 455.2, where there is reason to believe that an incident of fraud and/or abuse has occurred, by subcontractors, Members, providers, or employees within ten (10) working days of the date when Contractor first becomes aware of or is on notice of such activity. Contractor shall establish policies and procedures for identifying, investigating and taking appropriate corrective action against fraud and/or abuse in the provision of DM covered services under the Medi-Cal program. Contractor shall notify CDHS prior to conducting any investigations, based upon Contractor's finding that there is reason to believe that an incident of fraud and/or abuse has occurred, and, upon the request of CDHS, consult with CDHS prior to conducting

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such investigations. Without waiving any privileges of Contractor, Contractor shall report investigation results within ten (10) working days of conclusion of any fraud and/or abuse investigation.

32. Equal Opportunity Employer

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state it is an equal opportunity employer, and will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by CDHS, advising the labor union or workers' representative of the Contractor's commitment as an equal opportunity employer and will post copies of the notice in conspicuous places available to employees and applicants for employment.

33. Discrimination Prohibitions

A. Member Discrimination Prohibition

Contractor shall not discriminate against members or eligible members because of race, color, creed, religion, ancestry, marital status, sexual orientation, national origin, age, sex, or physical or mental handicap in accordance with Title VI or the Civil Rights Act of 1964, 42 USC Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulations. For the purpose of this Contract, discriminations on the grounds of race, color, creed, religion, ancestry, age, sex, national origin, marital status, sexual orientation, or physical or mental handicap include, but are not limited to, the following:

- 1) Denying any member any DM covered services;
- 2) Providing to a Member any DM covered services which are different, or are provided in a different manner or at a different time from those provided to other members under this Contract except where medically indicated;
- 3) Subjecting a member to segregation or separate treatment in any manner related to the receipt of any DM covered services.
- 4) Restricting a member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any DM covered services; treating a member or eligible member differently from others in determining whether he or she satisfies admission; enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any DM covered services.

Contractor shall take affirmative action to ensure that members are provided DM covered services without regard to race, color, national origin, creed, ancestry,

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religion, language, age, gender, marital status, sexual orientation, health status, or disability, except where medically indicated.

B. Discrimination Related to Health Status

Contractor shall not discriminate among eligible members on the basis of their health status requirements or requirements for health care services during enrollment, re-enrollment, or disenrollment. Contractor will not terminate the enrollment of an eligible beneficiary based on an adverse change in the member's health unless the change in health status affects the Member's eligibility for the program.

C. Discrimination Complaints

Contractor agrees that copies of all complaints alleging discrimination against members or eligible members because of race, color, national origin, creed, ancestry, religion, language, age, gender, marital status, sexual orientation, health status, or disability, will be forwarded to CDHS for review and appropriate action.

34. Americans with Disabilities Act of 1990 Requirements

Contractor shall comply with all applicable federal requirements in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (42 USC, Section 12101 et seq.), Title 45, Code of Federal Regulations (CFR), Part 84. Title IX of the Education Amendments of 1972 (regarding education programs and activities), and the Age Discrimination Act of 1975.

35. Word Usage

Unless the context of this Contract clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

36. Program Information

CDHS shall provide Contractor with complete and current information with respect to pertinent policies, procedures, and guidelines affecting the operation of this Contract, within thirty (30) calendar days of receipt of Contractor's written request for information, to the extent that the information is readily available. If the requested information is not available, CDHS shall notify Contractor within thirty (30) calendar days, in writing, of the reason for the delay and when Contractor may expect the information.

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37. Financial Statements

The **successful** Proposer must submit one of the following after the contract award is made to their firm. This submission must be received prior to the contract effective date.

- A. An audit report (only the three paragraph statement including the third paragraph auditor's opinion) from an independent auditor. The report must not list any "going concern" issue regarding the Proposer's ability to operate for the upcoming year from the end of the audit's fieldwork. The audit report must be from an audit completed within the last 12 months from the date of this RFP release. However, neither financial documents nor audit documents shall be submitted.
- B. A letter of credit from an FDIC insured financial institution for at least \$2,000,000 that is current on the date that the letter of credit is submitted to CDHS. This letter will serve as an indication that the Proposer has access to adequate operating capital to undertake the DMPP. No other financial documentation other than the letter of credit shall be submitted.

38. CDHS Approval Process

Within sixty (60) calendar days of receipt, CDHS shall make all reasonable efforts to approve in writing the use of such material provided to CDHS, provide Contractor with a written explanation why its use is not approved, or provide a written estimated date of completion of CDHS' review process. If CDHS does not complete its review of submitted material within sixty (60) calendar days of receipt, or within the estimated date of completion of CDHS review, Contractor may elect to implement or use the material at Contractor's sole risk and subject to possible subsequent disapproval by CDHS. This paragraph shall not be construed to imply CDHS approval of any material that has not received written CDHS approval. This paragraph shall not apply to Subcontracts or sub-subcontracts.

Appendix 2

Eligibility Criteria Chart

The chart below lists the criteria used to estimate the number of HIV/AIDS DMPP potential members. The potential member estimate includes all Medi-Cal beneficiaries who meet the aid code and other criteria below and who had at least one claim with an eligible ICD-9 code diagnosis as the primary or secondary diagnosis.

Medi-Cal Aid Codes and Other Criteria	
Data Source	Inpatient, Outpatient and Prescription Drug Claims detail
Date Range	Claims with dates of service in 2005
Plan Model Type	Fee-For-Service
Medicare Eligible	No
Age	Age 22 and over
Aid Code	10, 14, 16, 17, 1E, 1H, 20, 24, 26, 27, 2E, 36, 60, 64, 66, 67, 6E, 6G, 6H, 6N, 8G
Primary and Secondary Diagnosis Criteria (ICD-9 Codes)	
HIV/AIDS	042, .V08